

Rental Agreement for Cold Sparks

DJJSON Entertainment
Ocean Springs, MS 39564
228-343-3170

This Equipment Rental Agreement (the "Agreement") is made and entered on

_____, _____
(Date)

by and between DJJSON Entertainment (DJJSON) and

_____, _____ ("Client")
(collectively referred to as the "Parties").

The Parties agree as follows:

1. **RENTAL EQUIPMENT:** DJJSON hereby rents to Client the following equipment (referred to as the "Equipment") (use checkboxes below to select quantity):

- ☐ Two (2) JMAZ Lighting Firestorm F3 500W Cold Spark Machines & carry bag (black)
- ☐ Two (2) JMAZ Lighting Firestorm F3 500W Cold Spark Machines & carry bag (chrome)
- ☐ Two (2) ColorKey 500W Cold Spark Machines & carry bag (white)

2. **RENTAL TERM:** The Rental will start on _____ and will end on _____.

3. **RENTAL LOCATION:** Location where rental will occur:

4. **RENTAL PAYMENTS:** Client agrees to pay DJJSON rent for the Equipment in the amount of **\$300 (per pair)** and a setup, operation, and travel fee starting at \$150 (within a 50 mile radius, additional charges may apply for longer distance).
5. **POWER SUPPLY:** Client is responsible for ensuring proper power supply is located within 25 feet of setup area to ensure safe use.

6. **POSSESSION AND SURRENDER OF EQUIPMENT:** Client shall be entitled to possession of the Equipment on the first day of the Rental Term. At the expiration of the Rental Term, Client shall surrender the Equipment to DJJSON by delivering the Equipment in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.
7. **USE OF EQUIPMENT:** Client shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance or storage of the Equipment.
8. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of DJJSON.
9. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
10. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
12. **DAMAGE AND LOSS:** In the event the Equipment is lost or damaged beyond repair, Client shall pay to DJJSON the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Rental Term.
13. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of DJJSON.
14. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
15. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by DJJSON does not waive DJJSON's right to enforce any provisions of this Agreement.

16. **INDEMNIFICATION:** Except for damages, claims or losses due to DJJSON's acts or negligence, Client, to the extent permitted by law, will indemnify and hold DJJSON and DJJSON's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Client, or for damage to property arising from Client using and possessing the Equipment or from the acts or omissions of any person or persons, including Client, using or possessing the Equipment with Client's express or implied consent.

17. **LICENSE & INSURANCE:** DJJSON carries insurance for any damages through Canopy Insurance.

18. **ADDITIONAL TERMS & CONDITIONS** (Specify "none" if there are no additional provisions)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CLIENT:

Signature

Email

Phone

Date

DJJSON:

Signature

Date

SUMMARY OF CHARGES

TOTAL: _____

DEPOSIT: _____

BALANCE: _____